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## Remarks

The indefiniteness rejections are overcome by the broadening amendments herein which remove Claims 10-17 from the strictures of the sixth paragraph of 35 U.S.C. §112.

Claims 1-33 have been rejected under 35 U.S.C. §102 as being anticipated by Elliott. The rejections are clear reversible error. The allegation that col. 5, line 64-col. 6, line 7 teaches that "each" node determines an optimal nodal membership is incorrect. In the relied-upon portion of Elliott only the master node calculates the schedule and does so by communicating with the other nodes. Reliance on col. 9, lines 25-41 for the claimed limitation that each node arrives at the same optimal membership without having to transmit solutions to the other nodes likewise does not cure the defect because in this portion of the reference each node gathers information and then synchronizes its schedule with other nodes precisely by *sharing the computed schedules*, lines 28-30 and in general *disseminating information between nodes*, lines 39-41, in contrast to the explicit requirement of Claim 1 that each of the plural nodes arrives at the same optimum nodal membership *without having to transmit optimization solutions to the other nodes*. The rejection is based on a clearly erroneous finding of fact as to what Elliott teaches.

The finding of fact that Elliott, figure 3, step 202 teaches using the same seed for all nodes is clearly erroneous. Step 202 refers to the strings in figure 2 and all of them are different strings, albeit of the same length. Obviously the different binary patterns cannot establish a common seed.

The allegation that Elliott, col. 5, line 64 - col. 6, line 2 teaches the modules of Claim 4 is clearly erroneous. Nothing appears in the relied-upon portion of Elliott discussing a module, much less the two modules claimed. The same error infects the rejections of Claims 5 and 6.

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The allegation that the determinations of Claim 9 are taught in Elliott at col. 4, lines 29-39 and col. 5, lines 1-5 is clearly erroneous. Nowhere in the relied-upon portion does Elliott discuss returning a most optimum solution responsive to a determination of full connectedness, much less the feature of returning a second-best solution if the second-best solution is fully connected but the best solution is not.

Independent claims 10 and 18 have been summarily dismissed as "reciting substantially the same limitations as claims 1 and 3-9", meaning that an inadequate *prima facie* case has been made against them. Claim 10, for example, recites state changes and actions pertaining thereto, but Claims 1-9 do not recite "state changes" and so brushing off Claim 10 in the cursory way the Office Action attempts is clear legal error.

Reliance on Elliott, col. 7, lines 50-63 to reject the following limitation of Claim 33 is clear error. Claim 33 requires providing a respective version of a node membership optimization module to each of plural views, and that each version of the node membership optimization module determines a node membership and for each view, a view containing a respective local node is selected, with the nodes subsequently using the node membership. The relied-upon portion of Elliott discusses examining nodes when a collision occurs, and reshuffling a node schedule if one occurs. What this has to do with the "views" limitation of Claim 33 is anyone's guess.

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